



Certificate No. MOJ2025K9

GRN No. 142186032



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Only)

Seller / First Party Detail

Name: Cellcronic technologies limited

H.No/Floor : 1

Sector/Ward : Newal

LandMark : Opp petrol pump

City/Village : Karnal

District : Karnal

State : Haryana

Phone: 98*****54

**Buyer / Second Party Detail**

Name : Ravinder Mandhan

H.No/Floor : 0

Sector/Ward : Dabko

LandMark : Dabkoli kalan

City/Village : Dabkoli kalan

District : Karnal

State : Haryana

Phone : 92*****51

Purpose : agreement for approve the terms and conditions of appointment

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://eorashry.nic.in>**AGREEMENT FOR APPOINTMENT OF MR. RAVINDER MANDHAN AS
MANAGING DIRECTOR**This Agreement is made at KARNAL, HARYANA on Thursday, the 6th day of November, 2025.**BETWEEN**

CELLCRONIC TECNOLOGIES LIMITED, a Limited Company incorporated under the Companies Act, 2013 and having its Registered Office at Shop No. 1, Opp Newal Power House, Petrol Pump, Karnal-132023 Haryana India (hereinafter referred to as "**the Company**") which expression shall unless it be repugnant to the meaning or context thereof mean and include its successors and assigns) of the **First Part**;

AND

Mr. Ravinder Mandhan (DIN 08473256), son of Mr. Jagpal Mandhan, aged about 37 years and residing at Village Dabkoli Kalan (51), Karnal-132054 Haryana India hereinafter referred to as **the "MANAGING DIRECTOR"** of the **Second Part**;

WHEREAS Mr. Ravinder Mandhan satisfies the conditions specified in Part I of Schedule V to the Companies Act, 2013 and pursuant to the provisions of Sections 196, 198, 203 Schedule V of the Act and the Companies (Appointment and



Remuneration of Managerial Personnel) Rules, 2014, made under the Companies Act, 2013;

AND WHEREAS the Board of Directors of the Company (hereinafter referred to as "the Board") has, at its meeting held on September 18, 2025,, appointed Mr. Ravinder Mandhan as the Managing Director of the Company for a period of five years with effect from September 18, 2025;

AND WHEREAS Mr. Ravinder Mandhan has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on September 18, 2025 and in the agreement to be executed between the Company and the Managing Director, subject to the approval of the shareholders of the Company;

AND WHEREAS the said appointment has been approved by the shareholders at the Extra Ordinary General Meeting of the Company held on September 19, 2025;

AND WHEREAS the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Company hereby appoints Mr. Ravinder Mandhan as the Managing Director of the Company on the terms and conditions as detailed hereunder w.e.f. September 19, 2025:

1. Remuneration:

- A. Monthly Fixed Salary** Rs. 2,50,000/- per month.
- B. Commission/ Performance Linked Incentive:** Not exceeding 1% of the Net Profit of the Company in any Financial Year as the Board may determine from time to time but shall not exceed the amount equivalent to the salary for the relevant period; it may be paid pro-rata on a monthly basis at the absolute discretion of the Board.
- C. Perquisites:** Perquisites in accordance with the rules of the Company and any additional perquisites as may be decided by the Board of Directors of the Company from time to time.
- D. Earned Leave:** As per the rules of the Company.
- E. Medical Reimbursement:** Reimbursement of expenses incurred for self and family as per the policy of the Company.
- F. Leave Travel Concession:** Leave Travel Concession for self and family, once in a year incurred in accordance with the rules of the Company.
Explanation: Family means the spouse, the dependent children and dependent parents of the Managing Director.



G. Minimum Remuneration: Where in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of salary and perquisites not exceeding the limits as specified above. The Board of Directors shall have liberty to alter and vary the aforesaid terms and conditions relating to remuneration in line with such amendments as may be made from the time to time to the Companies Act, 2013.

2. Other Benefits:

- a) Company's contribution to provident fund and superannuation fund to the extent these either singly or put together are not taxable under the Income-tax Act.
- b) Free use of company's car for company's work as well as for personal purposes along with driver.
- c) Telephone, mobile and other communication facilities at Company's cost.
- d) Reimbursement of medical expenses incurred for self and family in India or abroad, including hospitalization, nursing home and surgical charges and in case of medical treatment abroad, the air-fare and boarding/lodging expenses for patient and attendant
- e) Actual leave travel expenses, as per the rules of the Company, to any place in India and return there from once a year in respect of himself and family.
- f) Contribution to Provident Fund and Gratuity as per the Rules of the Company.
- g) Leave and encashment of unavailed leave as per the Rules of the Company.
- h) Personal accident insurance policy in accordance with the scheme applicable as per the Company's Policy.
- i) Gratuity - As per the rules of the Company.
- j) Club Fees: payable subject to maximum of two clubs.
- k) Any other allowances: As per the rules of the Company.

3. Valuation of Perquisites

Perquisites shall be valued as per Income Tax Rules, wherever applicable and in the absence of any such rules, shall be valued at actual cost.

4. Overall Remuneration

The aggregate of salary, allowances and perquisites in any one financial year shall not exceed the limits prescribed or to be prescribed from time to time under the sections 197, Schedule V and other applicable provisions of the Companies Act, 2013.



5. Minimum Remuneration

In the event of loss or inadequacy of profits in any financial year during the tenure of his appointment, the Managing Director shall be paid remuneration by way of salary, allowances and perquisites as set out above, as minimum remuneration, subject to restrictions, if any, set out in Schedule V and other applicable provisions of the Companies Act, 2013, from time to time.

6. The Board of Directors of the Company may vary, alter and change the terms and conditions of the aforesaid appointment including the remuneration payable to the Managing Director of the Company which shall be well within the permissible limits and in accordance with the provisions of Section 197 read with Schedule V of the Companies Act, 2013.

7. Computation of Ceiling

The following shall not be included in the computation of perquisites for the purposes of the ceiling:

- a) Contribution to provident fund.
- b) Gratuity payable to the extent of half a month's salary for each completed year of service.
- c) Encashment of leave

8. The Managing Director shall be entitled to such increment from time to time as the Board may in its discretion determine.

9. The Managing Director shall, unless prevented by ill-health, throughout the said term devote his attention and ability to the business affairs of the company and shall perform such duties and exercise such powers as shall from time to time be assigned to or vested in him by the board of directors.

10. The Managing Director shall carry out such duties as may be assigned by the Board of Directors, subject to its supervision and control and he shall also perform such other functions and services as shall from time to time, be entrusted to him by the Board of Directors.

11. Subject to the supervision, directions and control of the board of directors of the company and provisions of the Companies Act, 2013 and the Articles of Association of the Company, the managing director is hereby entrusted with power of managing the business and affairs of the company. Without prejudice to the general powers hereby conferred upon him and so as not in any way to limit or restrict those powers, it is hereby expressly declared that he shall have the following powers, that is to say, the powers:

- a. To enter into, carry out and perform all contracts, agreements, sales and purchases in connection with the company's business and to sign and execute the same;



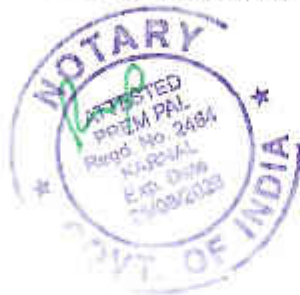
- b. To appoint, within such limits of remuneration as may be fixed by the board of directors from time to time, for the management of the business and affairs of the Company, executives, officers and employees and to remove, dismiss, discharge or suspend such executives, officers or employees;
- c. To draw and sign cheques and otherwise operate upon the banking accounts of the company as may be decided by the board from time to time and to confirm the statement of accounts and to sign and furnish necessary particulars that may be required to be furnished to any bank or banks in relation to such account or accounts;
- d. To sign and endorse any bills of exchange, hundies, drafts, railway receipts, shipping documents and other negotiable or mercantile documents;
- e. To accept bills of exchange and drafts drawn on the company by any person or firm or company or any government or public authority or officer to whom the company is or may be indebted or accountable for the amount of such indebtedness or any part thereof;
- f. To discount any bills of exchange, hundies, drafts, cheques, orders for payment of money or documents or instruments of similar nature in the course of and for the purpose of the company's business;
- g. To ask, demand, sue for, recover and receive all sums of money, rents, debts, dues, goods, effects and things which now or at any time hereafter become due or owing, payable, delivered or belonging to the company and to give effectual receipts, releases and other discharges for the same;
- h. To appoint and sign warrants of authorities or vakalatnamas of any lawyer that may be required in connection with the company's business and to sign all necessary plaints, written statements, appeals, applications, petitions and affidavits and to affirm and declare and sign the same in any court or before any arbitrator or tribunal and with the previous consent of the Chairman, to adjust, settle and compound any accounts, debts and claims by or against the company;
- i. To refer to arbitration all or any claims or accounts and demands by or against the company;
- j. To file all necessary documents, returns, forms, applications, statements under various acts and rules, central or state (including but not limited to Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, RBI NBFC Regulations, etc.) for the time being in force, with any registrar or any other governmental or other authorities;
- k. To appear before any governmental, whether central or state or public, municipal or local authorities or officers including income-tax or any other tax officer or authorities and represent the company and to file any applications, returns or other statements that may be necessary in connection with company's business;



- l. To purchase, take on lease, hire or rent any movable or immovable properties required for the purpose of business of the company at such rent, hire charges or consideration and for such period and on such terms and conditions as the managing director may think fit;
- m. To purchase capital equipment for and on behalf of the company, subject to such ceilings as may be laid down by the board of directors from time to time;
- n. To attend, vote and otherwise to represent the company and to take part in all meetings held in connection with any other company with which the company is concerned or in relation to any investments of the company and to sign proxies and authorities for the purpose of voting thereat or for any other purpose connected therewith, including voting in all bankruptcy, insolvency and liquidation or other proceedings in which the company may be interested or concerned;
- o. To deploy and invest surplus funds of the company in financial and other assets, subject to such ceilings and conditions as may be specified by the board of directors from time to time;
- p. To insure and keep insured the company's premises, buildings, and all other properties and assets of the company movable or immovable and profits of the company against loss or damage by fire and other risks to such amount and for such period, as the Managing Director may deem proper in the interest of the company;
- q. To operate upon accounts, current, cash credit, overdraft, fixed or otherwise with any bank or bankers, merchant or merchants or with any company, firm or firms, individual or individuals and to pay moneys into and to draw moneys from any such account or accounts from time to time, as the managing director may think fit;
- r. To appoint and remove and re-appoint bankers, solicitors, advocates, accountants, architects, valuers, engineers, and other experts, consultants and advisers of the company and with such powers and duties and upon such terms as to duration of employment, remuneration or otherwise, as the managing director may think fit;
- s. To give loans to the executives, officers or employees of the company, within such limits as may be prescribed by the board of directors from time to time;
- t. To become parties to and to present for registration on behalf of the company all deeds and instruments of whatsoever nature;
- u. To delegate such of his powers as can be delegated, to any executives / officers / employees of the company and subject to such limits as the managing director may deem fit;
- v. To carry out any resolution of the board of directors;



- w. To decide on the tenders/offers to be submitted to various parties in furtherance of Company's Business and also to secure orders and increase the revenue of the Company from sales and other sources.
- x. And generally, to do all acts, deeds and things as may be necessary for and on behalf of the company to all intents and purposes as may be deemed fit and proper by the Managing Director;
- y. To delegate all or any of the powers, authorities and discretions to any Senior Managers /Officials and withdraw such powers as required.
12. In the event, the Managing Director ceases to be a director of the company for any reason whatsoever, he will cease to be the Managing Director of the company.
13. If before the expiration of the said term, the tenure of office of the Managing Director is determined, the Managing Director shall be entitled in accordance with and subject to the provisions of the Companies Act, 2013 in that behalf, to compensation from the company for the loss of office.
14. The Managing Director shall be liable to retire by rotation. Re-appointment upon retirement by rotation in terms of the Companies Act, 2013 will not tantamount to break in service.
15. The Agreement may be renewed subject to the provisions of the Act and subject to the continued appointment of the Party of the Second Part as Managing Director of the Company pursuant to the consent of the shareholders to such appointment in General Meeting.
16. The appointment can be terminated by either the Company or the Managing Director at any time within the five years period by three months' notice in writing.
17. During the continuance of the Agreement, the Managing Director shall not be entitled for the Sitting Fees for attending meetings of Board or Committees of Board
18. The Managing Director shall be entitled to reimbursement of all expenses, which may be incurred by him for and on behalf of the company.
19. The terms and conditions of appointment contained hereinabove may be altered or varied by the Board in such manner as it may deem fit and as is acceptable to the Managing Director.
20. Any dispute or difference arising out of the Agreement, during the period of the Agreement, may be referred to the Chairman of the Nomination and Remuneration Committee of the Company.



- 21. During the service, the Managing Director undertakes not to exploit, or disclose to any third parties, any business or trade secrets that are entrusted to the Managing Director by the Company.
- 22. The Courts of Karnal, Haryana shall have the exclusive jurisdiction over all proceedings arising out of or in connection with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands at Karnal, Haryana on the 6th day of November, 2025.

For Cellcronic Technologies Limited,

For Ravinder Mandhan,

For Cellcronic Technologies Ltd.

For Cellcronic Technologies Ltd.

Deepak Whole-time Director

[Signature] Managing Director

Deepak Kumar
Whole Time Director
DIN: 07223013

Ravinder Mandhan
Managing Director
DIN: 08473256

In the presence of:

In the presence of:

[Signature]
Signature:
Name: Gurucharan
Address: H No- 30, Balaji Colony
Ringli Chowk, Karnal

Ashish
Signature:
Name: Ashish
Address: H No 29, Vasant Vihar
Karnal



ATTESTED

[Signature]
Notary Public
KARNAL

10 NOV 2025